

U.S. DEPARTMENT OF COMMERCE  
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

788065

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

## NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.* You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

**A** 1 BATCH 37 AH  
2 5  
MONTH/YEAR 0997  
6 9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

**INSTRUCTIONS:** 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

## 1a. Identify firm submitting this report:

Name: Brown & Root Holdings, Inc.  
Address: P.O. Box 3  
City, State and ZIP: Houston, TX 77001  
Country (if other than USA):  
Telephone: (713) 676-3307  
Firm Identification No. (if known)

## Specify firm type:

- ☒ Exporter  
☐ Bank  
☐ Forwarder  
☐ Carrier  
☐ Insurer  
☐ Other

## 1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)  
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  
☒ Report on behalf of the person identified in item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name: Brown & Root International, Inc.  
Address: Avenida Ecuador Calle 33A  
City, State and ZIP: Panama City  
Country (if other than USA): Panama  
Type of firm: (see list in item 1a) Same as 1a.

## 3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)  
L Letter of credit  
R Requisition/purchase order/accepted contract/ shipping instruction  
B Bid invitation/tender/proposal/trade opportunity  
Q Questionnaire (not related to a particular dollar value transaction)  
9 Other written

Submit two copies of each document or relevant page in which the request appears.

## 4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested  
T Have taken or will take the action requested

## 5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

☒ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:

☐ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.

☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential

☐ I (we) authorize public release of all information contained in the report and in any attached documents.

I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Jerry D. Davis/ Assistant General Counsel

Date

July 14, 1997

Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).		SHEET NO. 2 REPORTING FIRM (Name) Brown & Root Holdings, Inc.		FORM BXA-6051P-a (Rev. 10-89) U.S. DEPARTMENT OF COMMERCE Bureau of Export Administration REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT MULTIPLE TRANSACTIONS (Continuation Sheet)				
RSN SUBSET RTP/CLASS OTHER PARTY FIN  (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1)  (2)	BOYCOTTING COUNTRY  (3)	BOYCOTTED COUNTRY OR COUNTRIES  (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year)  (5)	REQUEST- ING DOCUMENT CODE  (6)	DECISION ON REQUEST CODE  (7)	YOUR REFERENCE NUMBER  (8)	COMMODITIES OR TECHNICAL DATA (description, quality, and value to the nearest whole dollar)  (9)
THIS SPACE FOR BXA USE  01 Reportable  02	Brown & Root International, Inc.  Brown & Root International, Inc.	Israel  Israel	Abu Dhabi  Abu Dhabi	6/2/97  6/13/97	B  B	R  R	091.97.057  042.3207.0.000 2001	Tender For Consulting Services (Unknown)  Tender For Design Engineering Services (Unknown)

**TENDER NO. 042.3207.O.000.2001**  
**DEEP ETHANE EXTRACTION PROJECT**  
**BASIC DESIGN ENGINEERING SERVICES**  
**VOLUME I OF III**  
**TENDERING INSTRUCTIONS**  
**AND FORM OF AGREEMENT**

#### 12.8 Insurance Claims Procedure

CONSULTANT shall notify COMPANY, or person appointed, of any occurrence likely to give rise to a claim under COMPANY's insurances effected under sub-articles above as soon as possible but in any event within fifteen (15) days of such occurrence. CONSULTANT shall also submit all the claim documents to the Insurers directly as soon as possible and in any event within thirty (30) days of such occurrence and shall handle all claim negotiations directly with the Insurers in co-ordination with COMPANY for settlement of the claim. Actual settlement of the claim/claims shall be effected by the Insurers directly to COMPANY's account. Once the claim amount is settled by the Insurers, COMPANY shall reimburse CONSULTANT the claim amount due to CONSULTANT.

#### ARTICLE 13 - APPLICABLE LAW AND ARBITRATION

- 13.1 The construction, validity and performance of this AGREEMENT and legal relations of the PARTIES hereto shall be governed by the laws of Abu Dhabi and the U.A.E. Such laws include without limitation any ordinance, rule, decree, regulation or order of any governmental authority or agency of Abu Dhabi or the U.A.E. (state, national, municipal, local or other).
- 13.2 CONSULTANT acknowledges that the laws of the Emirates of Abu Dhabi and the U.A.E. comprise, inter alia, laws prohibiting the importation of products or components originating in or manufactured, produced or furnished by nationals or residents of or companies incorporated in Israel.
- 13.3 Any dispute, claim or difference arising out of or related to this AGREEMENT or breach thereof shall first be referred to the parties for an amicable settlement and shall, in the event such referral fails, be finally settled by arbitration in Abu Dhabi under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, or in the case of a European CONSULTANT of the Euro-Arab Chambers of Commerce. The proceedings and all papers sent or presented in connection therewith shall be in the English language. The arbitration decision shall be final and binding on both PARTIES and judgement upon the award of the arbitrators may be entered in any court having jurisdiction thereof. The arbitration award shall be in lieu of any other remedy. Performance of SERVICES shall continue notwithstanding any dispute or arbitration between the PARTIES.

#### ARTICLE 14 - AGREEMENT INTERPRETATION AND ENTIRE AGREEMENT

- 14.1 The Articles of this AGREEMENT and the Annexures attached hereto shall be read and construed as a whole and as complementing one another, but if there should be any conflict or discrepancy between the Articles and the said Annexures, the Articles shall prevail. Headings are given for guidance and convenience only and shall not affect the interpretation of the AGREEMENT.

TENDER NO. 091.97.057  
CONSULTANCY SERVICES FOR  
HABSHAN / ASAB AREA MASTER PLAN  
VOLUME I OF III  
TENDERING INSTRUCTIONS  
AND FORM OF AGREEMENT

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